


Recording Requested By,
And After Recording, Return To:
WELLS FARGO BANK,
NATIONAL ASSOCIATION
MAC C7300-033
1700 Lincoln Street, 3rd floor
Denver, Colorado 80203
Attention: Loan Documentation
General Phone Number: 303.863.5128


201808020087
08/02/2018 01:23 PM Pages: 1 of 6 Fees: \$204.00
Skagit County Auditor

CHICAGO TITLE
IC-45003

THIRD MODIFICATION OF DEED OF TRUST AND
ASSIGNMENT OF RENTS AND LEASES

Grantor (Grantor): JANICKI INDUSTRIES, INC.
Grantee (Beneficiary): WELLS FARGO BANK, NATIONAL ASSOCIATION
Grantee (Trustee): WELLS FARGO FINANCIAL NATIONAL BANK
Reference No. of Deed of Trust: 200807010054

THIS MODIFICATION (this "Modification") is entered into as of August 1, 2018, by and between JANICKI INDUSTRIES, INC. ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Leasehold Deed of Trust, Security Agreement and Financing Statement dated as of June 30, 2008, executed by Grantor to Wells Fargo Financial National Bank, as Trustee, in favor of Beneficiary, and recorded on July 1, 2008, under Recording No. 200807010054, of the Records of Skagit County, Washington, as modified ("Deed of Trust").

B. Certain additional obligations have been or are to be incurred which are to be secured by the Deed of Trust, and Grantor and Beneficiary have agreed to modify the Deed of Trust to reflect said additional obligations as secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Beneficiary of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of the date hereof, executed by Punkin Center West, LLC ("PCW") and payable to Beneficiary or its order, in the principal amount of Nine Million Seven Hundred Thirty Five Thousand Dollars (\$9,735,000), together with interest thereon, and any such indebtedness or other obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein, and that such promissory note is deemed included in the defined term "Notes".

2. The defined term "Credit Agreement" is hereby modified to reflect that Grantor, Punkin Center, L.L.C., PCW and Bank have entered into that certain Third Amended and Restated Credit Agreement dated as of the date hereof, which is an amendment and restatement of that certain Second Amended and Restated Credit Agreement between Borrower and Beneficiary dated as of September 1, 2016, as such Credit Agreement may be amended, revised, amended and restated, replaced, supplemented or otherwise modified from time to time.

3. The real property and the whole thereof described in the Deed of Trust shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Deed of Trust.

4. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Deed of Trust shall be read together, as one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 
Name: Lashan Pegg
Title: Vice President

GRANTOR:

JANICKI INDUSTRIES, INC.

Name: Peter W. Janicki
Title: Chief Executive Officer \

By: _____
Name: John P. Janicki
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

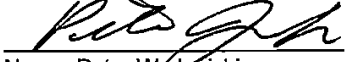
BENEFICIARY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

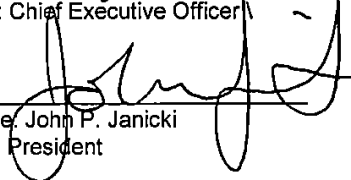
By: _____
Name: Lachlan Pegg
Title: Vice President

GRANTOR:

JANICKI INDUSTRIES, INC.



Name: Peter W. Janicki
Title: Chief Executive Officer

By: 

Name: John P. Janicki
Title: President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lachlan Pegg is the person who personally appeared before me, and said person acknowledged that he signed this instrument, and that he is authorized to execute the instrument, and acknowledged it as the Vice President of **Wells Fargo Bank, National Association**, and that he was authorized to execute the instrument and that said instrument was the free and voluntary act and deed of such parties for the uses and purposes mentioned in this instrument.

DATED: July 26, 2018

Melissa Lee

Print Name: Melissa Lee

NOTARY PUBLIC for the State of Washington,

residing at Bellevue, WA

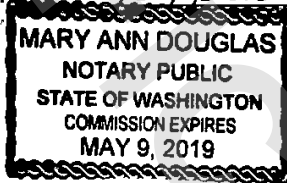
My appointment expires: 02/18/2022



STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that Peter W. Janicki is the person who personally appeared before me, and said person acknowledged that he signed this instrument, and that he is authorized to execute the instrument, and acknowledged it as the Chief Executive Officer of Janicki Industries, Inc., a Washington corporation, and that he was authorized to execute the instrument and that said instrument was the free and voluntary act and deed of such parties for the uses and purposes mentioned in this instrument.

DATED: July 27, 2018, 2018

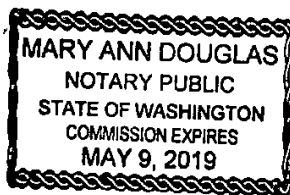


Mary Ann Douglas
Print Name: MARY ANN DOUGLAS
NOTARY PUBLIC for the State of Washington,
residing at SKAGIT COUNTY
My appointment expires: MAY 9, 2019

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that John P. Janicki is the person who personally appeared before me, and said person acknowledged that he signed this instrument, and that he is authorized to execute the instrument, and acknowledged it as the President of Janicki Industries, Inc., a Washington corporation, and that he was authorized to execute the instrument and that said instrument was the free and voluntary act and deed of such parties for the uses and purposes mentioned in this instrument.

DATED: July 27, 2018



Mary Ann Douglas
Print Name: MARY ANN DOUGLAS
NOTARY PUBLIC for the State of Washington,
residing at SKAGIT COUNTY
My appointment expires: MAY 9, 2019